BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

(A Government of Karnataka Undertaking)

INSTRUCTION TO BIDDERS

Enquiry No. BESCOM/2024-25/SE0204

VOLUME-I

Section-II

"For Repairs and Reconditioning of 11KV class single coil/multi coil Conventional(Aluminium wound) and 3,4,5 Star Rated failed Distribution Transformers of various Capacities from 25 to 500 KVA and Conversion of CSP to Conventional bolt & nut type on lumpsum Rate basis (Material, Labour & Salvage) at Transformer repair center in Rajarajeshwarinagara, Rajarajeshwarinagara Division of BESCOM jurisdiction"

ISSUED BY

Deputy General Manager (Ele)
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BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED
(A wholly owned Govt. of Karnataka Undertaking)

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Deputy General Manager (Operations-1),
Corporate Office,
K.R. Circle
Bangalore-560 001
Date:

Instruction to Bidders

Bids are invited from reputed/experienced Transformer repairers "For Repairs and Reconditioning of 11KV class single coil/multi coil Conventional(Aluminium wound) and 3,4,5 Star Rated failed Distribution Transformers of various Capacities from 25 to 500 KVA and Conversion of CSP to Conventional bolt & nut type on lumpsum Rate basis (Material, Labour & Salvage) at Transformer repair center in Rajarajeshwarinagara, Rajarajeshwarinagara Division of BESCOM jurisdiction"

1.0 Scope of work:

1.1 The Bidder shall collect the failed distribution transformers from concerned Divisional stores only.

1.2 The Bidder shall ensure the Serial Number of the Distribution transformers with make along with name plate details. In case if NNP transformer is available for repair the AEE (O) Division shall arrange to issue serial number of the distribution transformer as per the procedure adopted for Distribution Transformer Life Cycle Management Software(DTLMS) and as per the directions issued from the Corporate Office time to time.

1.3 Loading of failed transformers at divisional stores and unloading of failed transformers at repair centre shall be carried out by the Bidder.

1.4 Transportation of the faulty transformers from divisional stores to repair centre shall be carried out by the Bidder.

1.5 The inspection shall be carried out by AE/JE/SO of Section & AEE of C, O&M Sub Division & report in **Annexure-1** shall be drawn at the field on reporting of transformer failure by the Section Officer and upload the Annexure-1 in DTLMS.

1.6 All the failed Transformers shall come to store without fail. The faulty Distribution Transformer shall be collected immediately from the date of award after fulfilling the requisite formalities. Each transformer should be opened out by removing top plate, yoke should be taken out & the HT/LT coils shall be removed at the respective stores either by drilling through the length of coil or by cutting the coil in presence of the officials as per circular no: Cys-121 dtd 02.02.2024 & report in **Annexure-2**.

1.7 This shall be video recorded using CCTV already fixed at stores and shall be preserved. This video recorded shall be preserved with AEE (O), Division Office on monthly basis and it should be stored at Division Office.

1.8 The damaged coils shall be retained by the repairer in salvage as scrap.

1.9 The reason for failure of WGP DTR's analysed by the officials as per circular no: Cys-121 dtd 02.02.2024 & to declare the transformer to be repaired in WGP or not, in **Annexure-3** jointly signed by them. A frequent test check by CEE (C, O&M Zone), SEE (C, O&M Circle), CGM (OP), GM (QS & S) and DGM(Op-1) shall be conducted to verify the reason for failure. The Annexures 1, 2 & 3 are enclosed.

1.10 If the Distribution Transformer is failed within the Guarantee period then Annexure – 3 shall be uploaded in the DTLMS. Further if failure is due to Bad workmanship or the failure of repaired coil, the repairer has to collect the DTR within 7 days and repair and return within 10 days at free of cost. The WGP transformers shall be analysed and report should be submitted to Corporate Office as per circular no: Cys-121 dtd 02.02.2024 on monthly basis. Further all the WGP transformers transaction has to be made at divisional Store compulsorily. The Store Officer and the store keeper of respective Divisional store shall take inventory of all the failed Transformers (AGP/WGP) received at stores.

1.11 The inspection has to be carried out as per the Prevailing Circular.

1.12 The released scrap materials like yoke, coils and other unserviceable parts shall be taken back by repairing Firm/Agency/Contractor at a salvage value quoted by them.

1.13 The Firm has to repair the faulty DTRs, Aluminium wound single coil/multi coil Conventional, 3,4,5 Star Rated Transformers of all capacities and conversion of CSP to Conventional bolt & nut type on lumpsum Rate basis.

1.14 The Firm has to repair the faulty DTRs by providing multi coils design where sufficient core space are available in the DTRs for its suitability, if not single coil system shall be adopted in consultation with the EE/AEE of MT Division & AEE of QS&S.

1.15 The Firm has to repair the faulty Star Rated DTRs by adopting the same technology and designs with least copper & iron losses.

1.16 De-tanking of core and coil assembly, cleaning and washing of dust and dirt from all parts including core, tank & cooling tubes.

1.17 Replacement of major & minor materials like HT/LT coils, breather, Gasket, LV & HV bushing with metal parts, Brass bolts and nuts, tightening of bolts, nuts & Reconditioning of CGRO laminated core and Tank.

1.18 Assembling of all parts after replacement or Repairing of the damaged parts and filling up of new/reclaimed oil of EHV grade supplied by BESCOM which are tested as per IS Standard.

1.19 Painting, brazing, soldering closing of top plate ovening of repair good transformer.

1.20 The repair good transformer shall be tested in the presence of EE/AEE, MT Division with duly conducting tests as per the standards specified in the bid and top cover of the repaired good DTR shall be plastic numbered sealed and the same should be certified against delivery of transformer.

1.21 Conversion of sealed/CSP type to Conventional bolt & nut type of 25, 63 & 100 KVA capacity & above if any.

1.22 Engraving of Unique ID Codes: The Six digit DTR code issued in DTLMS available on the failed DTRs has to be engraved at repair centre by the agency at free of cost for all the Transformers received for repairs. If the DTR codes are not available on the failed Transformer, the repairer has to collect the DTR code from the concerned AEE(O), Division and then engrave on DTR. Further, the Store Officer has to ensure that, all the repaired good Transformers have to be engraved with DTR codes while receiving the repaired Good Transformer.

1.23 The repairer should take the videography of the transformer repair works which includes complete repair activity at repair center.

2.0 Quantity of work:

i. Approx. 150 Nos. of failed distribution Transformers per month.

ii. The quantity indicated may vary during the execution of the order depending on the number of Transformers failed or number of Transformers allotted for repair during the period of contract.

iii. BESCOM reserves the rights to issue the number of transformers to the Bidder on the basis of performance/Quality of repair of Transformers supplied by them during the period of contract.

3.0 Contract period: The contract period of one year is at first instance, and extendable for another one year based on the performance of the firm on renewal of currency at the discretion of BESCOM.

4.0 Bid security (EMD) : Bidder shall pay EMD of ₹ **75,286 /-** (Rupees Seventy Five thousand Two Hundred and Eighty Six only) and Tender fee through any of the payment modes mentioned in the Karnataka Public Procurement Portal using any of the following payment modes:

a) Credit Card/ Debit card
b) Net Banking
c) NEFT / RTGS
d) Over-the-Counter (OTC)
e) IMPS

The Bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling A/c held at ICICI Bank.

NOTE:-

A. EMD payment at Karnataka Public Procurement Portal is through ICICI bank. **For further clarification, contact** Karnataka Public Procurement Portal**.**

B. In Karnataka Public Procurement Portal, Contractor has the option of Withdrawing the Bid by digitally signing to "withdraw/cancel bid" before the bid submission Date/time.

5.0 PERIOD OF VALIDITY OF BIDS

5.1 Bids shall remain valid for 180 days from the date of opening of technical bid prescribed by owner unless otherwise specified. **A bid valid for a shorter period will be rejected as non-responsive**.

5.2 In exceptional circumstances, owner may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (including fax/eMail). The bid security provided shall also be extended by the same period as the extension in the validity of the Bid. A Bidder may refuse the request without forfeiting his bid security. A Bidder granting the request will not be required or permitted to modify his bid.

5.3 No interest shall be payable by owner on the above bid security.

6.0 Forfeiture of Bid security (EMD):

6.1 If a Bidder withdraws/modifies his bid during the period of bid validity.

6.2 In case of a successful Bidder, if the Bidder fails to submit the Acceptence with the stipulated period, fails to sign the Contract agreement/failed to furnish the Performance Guarantee as per LOI.

6.3 Any variation in the rates etc., will not be allowed on any ground such as a mistake, misunderstanding etc., after the bid has been submitted.

6.4 If the Firm becomes L1 tenderer by virtue of rate quoted and does not agree to repair at the quotated rates. the EMD of such Firm will be forfeited and the Firm will be black listed.

7.0 Mode of Tender:

The tenders shall be submitted through Karnataka Public Procurement Portal mode under **Two part tender system** namely:

- **Part-I:** Techno-commercial bid containing full technical particulars and commercial terms and conditions.
- **Part-II**: Price Bid.

8.0 Pre bid meeting: 04.11.2024 at 12:00 Hrs at 1st Floor, Board Room, Belaku Bhavana, Corporate Office, BESCOM, Bengaluru.

9.0 Prospective Bidder, who wishes to submit the Bid shall adopt the following procedure.

The Bidder shall key in the value (increase or decrease) and other details as per price schedule Annexures A, A1 in Karnataka Public Procurement Portal and techno-commercial sheets & upload them in the website on or before the time and date indicated in the notification.

Note: Please note that non-submission of required documents in Karnataka Public Procurement Portal is liable for disqualification.

10.0 Bid opening :

10.1 Techno–commercial Bid of the Bidders will be opened after ensuring that the bid conditions are fully satisfied. Bidder's representatives (max. 2 persons) will be permitted to be present at the time of opening the bids. The Bidder's representatives who are present shall sign a register evidencing their attendance.

10.2 The price Bids of "Techno-commercially" responsive Bidders will be opened and the date/time of opening the Price bid will not be seperately intimated after TSC meeting.

11.0 Evaluation of Price Bid:

11.1 The Bidder has to quote the value increase or decrease over the total estimated cost((i.e. estimated cost of one set of conventional transformers 25KVA X 1no. + 63KVA X 1no. + 100KVA X 1no. + 250KVA X 1 no. . +500KVA X 1 No.), (estimated cost of one set of BEE 3star rated transformers 25KVA X 1no. + 63KVA X 1no. + 100KVA X 1no. + 250KVA X 1 no.+500KVA X 1 No.), (estimated cost of one set of BEE 4star rated transformers 25KVA X 1no. + 63KVA X 1no. + 100KVA X 1no. + 250KVA X 1 no.+500KVA X 1 No.) & (estimated cost of one set of BEE 5star rated transformers 25KVA X 1no. + 63KVA X 1no. + 100KVA X 1no. + 250KVA X 1 no. +500KVA X 1 No.) for both 3,4,5 star rated and conventional type transformers in Karnataka Public Procurement Portal with reference to

Annexure A, A1 of price schedule. However the bid will be evaluated on the basis of rate quoted in Rupees(Rs) by the firm in Karnataka Public Procurement Portal with respect to the cost specified in cost data sheet in Annexure A1 of price schedule all put together for Conventional and Star rated DTRs of capacity of Transformers specified in Annexures.

11.2 The declaration of the rank of the Bidder will be evaluated based on the quoted Value (increase or decrease) in Karnataka Public Procurement Portal.

12.0 Infrastructure Required:

12.1 To be arranged by BESCOM :

12.1.1 BESCOM will provide shed on **rental basis** to carry out repair works as per PWD rates fixed near to respective Divisional stores/respective taluks wherever available. The repairer shall maintain the above infrastructure in good working condition during the entire period of contract and hand over the same in good condition after the termination of contract. The above shed shall be used for carry out failed Distriubtion Transformer repairs only and shall not be sublet or used for any other purposes. No alteration, additions shall be done without the permission of concerned SEEs of C, O & M Circle in writing.

12.1.2 The rent of the shed will be fixed by the respective SEEs of C, O & M Circle on the recommendation of EE (Civil) on the prevailing rates with the acceptance of Bidder.

12.1.3 The shed monthly rent shall be payable by the Bidder to the respective EE, C, O&M Division within 5th of every month of previous month rent of shed.

12.2 To be arranged by the successful Bidder:

12.2.1 The shed for reparing of failed DTRs shall be arranged by the Bidder in case the existing shed in the custody of BESCOM/KPTCL are not available or the Bidder should have his own shed to carry out the repairs or to obtain the shed on rental basis in the notified area.

12.2.2 The respective EE of C, O&M Division and SEE of C, O&M Circle shall co-ordinate in identifying and fixing the location of Transformer Repair Centre Shed.

12.2.3 In case of rented shed hired by Bidder, the Bidder has to pay the necessary rent to the owner and to maintain the shed through out the period of contract without affecting the progress.

12.3 The Bidder should maintain all equipments and machineries contained in **Annexure-D** at his own cost for carry out the repair works including for loading, unloading, lifting and transportation.

12.4 The successful Bidder shall pay monthly Electricity and Water charges that is consumed during the month as per rates applicable.

12.5 The repairer shall arrange oven accommodating minimum 25 Nos. of transformers of different capacities for drying.

12.6 All testing equipments shall be calibrated and certified once in a year by reputed Laboratories such as NABL, CPRI etc. All tools and Tackles as per Annexure-D shall be maintained as per standards at Repair center.

12.7 The Test bench at repair centres shall be tested with New Transformers of all capacities and the results shall be compared with the IS Standards and sealed the test bench. In case of opening of the test bench seal, the same shall be taken up, in the presence of EE/AEE, MT Division.

12.8 In the event of any damage to BESCOM infrastructure, the Contractor/Agency shall compensate the same as estimated by BESCOM.

12.9 The Bidder shall pay all statutory payments and compensations to Workmen /staff engaged by the repairer and shall also arrange security, watch and ward at his own cost.

12.10 BESCOM authorities are empowered to inspect the work being carried out by successful Bidder round the clock.

12.11 The Bidder shall establish the infrastructure required for carrying out transformer repairs at repair center within **15 days** from the date of issue of DWA.

12.12 The successful Bidder shall employ person with a qualification of BE(Elec)/Diploma in Electrical Engineering.

13.0 Survelliance CCTV Camera

13.1 BESCOM has provided to some of the sheds CCTV cameras for survelliance the progress of repair of failed DTRs in order to maintain quality and deliverable the repaired transformers in specified time and if CCTV cameras is not provided by the BESCOM, the repairer has to install minimum 5 Nos. of CCTV cameras and it should maintained till the completion of contract period. All the repair activities shall be vedio recorded and it should be preserved and it should be submitted to Division office on monthly basis. The concerned Executive Engineer shall take necessary action for operation of CCTV cameras at respective repair centers.

13.2 The CCTV cameras shall be maintained by the Bidder through out the period of contract which shall be viewable by the respective Division, Circle, Zone & Corporate Office. Non working shall be intimated to the AEE(O) of the respective divisions.

13.3 The Concerned repair centers shall make arrangements for providing internet connection for moniroting the repair activities. The respective Divisional Executive Engineer shall monitor the working condition of the CCTV camers at stores and repair centers.

13.4 CCTV cameras for survelliance the removal of coils from failed DTRs at respetive Division Stores. The concerned Executive Engineer shall

take necessary action for operation of CCTV cameras at respective Divisional Stores.

14.0 The final acceptance of tender shall rest with the BESCOM and BESCOM reserves the right to accept / reject any tender without assigning any reason whatsoever.

15.0 If the Bidder is a defaulter or black listed in any KPTCL/ESCOMS, BESCOM reserves the right to terminate his contract without prior intimation/without assigning any reasons.

16.0 PRICE PROPOSALS:

16.1 The Bidder shall furnish value increase or decrease for carrying out repair to faulty Distribution Transformers of 25 to 250KVA capacities 11KV class Aluminium wound single coil/multi coil Conventional, 3,4,5 Star Rated 25 to 250KVA and conversion of CSP to Conventional bolt & nut type on lumpsum Rate basis at Transformer repair centre in respective Taluka including loading, unloading & transportation charges as per the scope of the Tender as per applicable goods and services taxes) etc., w.r.t **Annexure A with relates to cost data sheets A1** in the Karnataka Public Procurement Portal.

16.2 The Bidder has to upload the breakup of Goods & services taxes (i,e., materials. Labour & salvage) on th Karnataka Public Procurement Portal clearly mentioning the description on his quoted value increase or decrease as in price sheet of Annexure-A.

16.3 The Bidder has to convert from single coil system to multi coil systems adoptable where ever feasible.

16.4 If the Firm has converted the CSP/Sealed type Distribution Transformers to conventional type transformers by altering welded top plate into bolted top plate and providing suitable No's of MS bolt and Nuts including any other required internal and external modifications. The amount will be paid for this work i.e., for 25 KVA & 63 KVA transformers - Rs 900/-, for 100 KVA & above - Rs.1000/- per transformer which includes both material and labour portion as per BESCOM corporate order No BC-10/F-454/07-08/17237-61/07.01.2008.

17.0 GUIDELINES TO TENDERERS:

17.1 **Study Tender documents carefully and submit the same duly signed through the website mentioned**.

NOTE: 1) The Tender document is meant for the information and guidance of Tenderer and as such it shall not be enclosed along with the Bid to be submitted.

2) Bids are to be submitted well within the scheduled date & time.

18.0 Other conditions:

18.1 The successful Bidder shall execute an agreement within **20 days** from the date of LOI to undertake the repairs, incorporating the terms of Contract & the facilities to be provided by the BESCOM, etc.

18.2 The contract period of one year is at first instance, and extendable for another one year based on the performance of the firm on renewal of currency at the discretion of BESCOM by executing the fresh agreement & the performance guarantee for further period of 33 Months for the extended period of contract.

18.3 The EE's of respective divisions shall sanction & issue work orders to the estimates submitted by the AEEs of C, O&M sub divisions of each transformers to be repaired.

18.4 SEE's of respective circles shall issue Award based on the requisitions and work orders issued by the Executive Engineers of Divisions.

18.5 The Bidder has to repair & deliver the repaired Transformers duly observing DWA conditions within 15 days from the date of issue of Award.

18.6 During the period of contract, if the Bidder fails on his part to repair and supply the awarded quantity within 15 days from the date of issue of Award with satisfactory performance of repair, then a penalty at ½ % per day on repairing cost of Transformer will be leveied subject to a maximum of 10% of the value of the repair cost of undelivered Transformer will be levied.

18.7 All repaired DTRs are guaranteed for a period of 18 months from the date of delivery for the whole unit irrespective of parts repaired/replaced during the repair or 12 months from the date of commissioning which ever is earlier.

18.8 In case there exists balance of more than 100 Nos. of transformers yet to be repaired at repair center due to the fault/delay attributable by the agency or in case of black listing and default of the said agency EEs of C, O&M Divisions has to report the same to CGM(Op) section and CGM(OP) has the liberty to divert the next batch of failed DTRs to any of the repair centers in BESCOM based on request of EE, C, O&M Division. In such cases transportation of failed DTRs from respective Divisional Stores to repair center and repaired good transformers from repair center to respective Divisional Stores shall be arranged from Departmental Vehicle.

18.9 Further, failed DTRs of capacities above 250KVA of rural jurisdiction of respective store will be sent to Central Stores, Bengaluru through Department Vehicle after removing Transformers oils at respective Divisional Rural stores. CGM(Op) will allot the faulty transformers to the respective repair centers at Bengaluru. The Concerned Circles of BMAZ North & South has to issue work awards for these diverted Transformers. The transformers repaired at the respective repair centers of Bengaluru and should send back the repaired good transformers after testing to central store. The central store inturn should allot these repaired good transformers to any Divisional

jurisdiction based on the requirement. The repaired good Transformers available at store/bank will be utilized for replacement of faulty Transformers. The transformers failed within guarantee period of such diverted transformers shall be sent back to central store and the procedure shall be followed. The records pertaining to the transactions shall be maintained at central store and respective stores. The WGP transformer transportation cost has to be borne by the bidder of BMAZ North & South repair centers.

18.10 The SEE's /EE's of the respective Circles/Divisions has to issue notice to the firm for delayed delivery by the awarded agency and can recommend to CGM(Operations), Corporate Office for needful action.

18.11 The reason for failure of WGP DTR's analysed by the officials as per circular no: Cys-121 dtd 02.02.2024 & to declare the transformer to be repaired in WGP or not, in Annexure-3 jointly signed by them. A frequent test check by CEE (C, O&M Zone), SEE (C, O&M Circle), CGM (OP), GM (QS & S) and DGM(Op-1) shall be conducted to verify the reason for failure. The Annexures 1, 2 & 3 are enclosed.

18.12 The Transformers failed in WGP has to be repaired by the repairer at free of cost. These Transformers shall be collected from Divisional Stores and shall be repaired within 10 days from the date of intimation by the EE, C, O & M of the respective Division. Further the Bidder will not be given the Transformers for repairs until all WGP Transformers are repaired and returned to the respective Stores within the specified period.

18.13 Once in 15 days (fortnightly) the respective SEE's of C, O&M Circles have to review the progress, returning of WGP Transformers & quality. Any poor progress will entitle for termination of contract by CGM(Operations), Corporate Office on recommendations of the concerned SEE's of C, O&M Circles /concerned EE's with prior notices.

18.14 All the repair & replacement procedure shall be processed through DTLM Software as per prevailing Circular/ guidelines/ flow chart and the respective SEE's of C, O&M Circles/ Nodal Officers shall monitor the same.

19.0 Safety And Accidents:- The Bidder should arrange to carry out the repair works of Transformer safely with using all good safety equipments. In case any accident occurs while carrying out transformer repair works/in the premises during the period of contract to the employees/workers employed in the bidder repair unit BESCOM will not be responsible for any injury that may occur and will not pay any compensation to the workers. The bidder is sole responsible for any liabilities.

20.0 The breach of agreement of any clause or clauses as stated above is liable for termination of contract by giving one month prior notice by the concerned.

21.0 Freight & Insurance:

21.1 The agency shall have to insure at their cost towards the security and Transportation of failed DTRs which are to be repaired at repair center transformers lying in the repair centre, BESCOM/KPTCL shed with equipments like oven, CCTV camera, T.P Box with meters etc., within 7 days from the date of issue of award against all risks like theft, missappropriation, riots, fire and natural calamities, burglary, accidents etc.,.

21.2 Certificate obtained from any Nationalized Insurance Company for having insured the transformers entrusted for repairs valid for a period not less than one year against all risks such as theft, fire, burglary, accidents etc., in favour of the Bangalore Electricity Supply Company Limited to the concerned SEEs of C, O & M Circle.

21.3 The amount of guarantee will be enhanced on the total No. of Transformer lying in the custody of the repairing agency which shall be intimated by the respective SEEs of C, O & M Circle.

15 & 25 KVA	–	5 lakhs
63 & 100 KVA	–	6 lakhs
Above 100 KVA & upto 250 KVA	–	7 lakhs

22.0 IDENTIFICATION OF REPAIRED TRANSFORMER:

The repaired transformer shall be distinctly painted with the name of the Bidder, date of testing and date of delivery and a black colour strip of 2 inch wide shall be painted round the transformers at the bottom and 15 and 25 KVA Transformer shall be painted using sky blue & 63 KVA transformer shall be painted using Silver Grey, 100 KVA transformer shall painted with brilliant Green and above 100 KVA & upto 250 KVA transformer shall be painted with dark admiral grey.

23.0 PROCUREMENT OF MATERIALS REQUIRED FOR REPAIRS

23.01 The BESCOM will not issue any materials other than the faulty transformers & Transformer Oil and the Firm shall make his own arrangements for procuring the materials required for repairs, at his own cost with high quality and guaranteed as per the standards.

23.02 Transformer oil will be supplied by BESCOM. If not, the repairer shall purchase the transformer oil at prevailing SR rates with prior approval from Corporate Office to a minimum quantity of 2KL. Minimum test including Dissolved Gas Analysis / BDO has to be conducted from BESCOM side. The oil purchased by the firm shall be tested at RT Division, KPTCL and reports shall be documented. Invoice has to be produced along with the bill. Payment will be made as per prevailing SR rates.

23.03 The materials approved by BESCOM confirming to IS Standard shall be used wherever required and Materials procured shall be inspected and the repaired transformers shall be tested by BESCOM officials as per the tender documents.

23.04 All the raw materials and the other components utilized for repair and reconditioning of failed Transformers should be as per applicable IS standards and technical specifications and repairs shall be carried out under good workmanship.

23.05 The raw materials purchase invoice/test certificate shall be produced as and when sought and made available during inspection.

24.0 If the Bidder is a defaulter or black listed in GoK/BESCOM/KPTCL/ ESCOMS/Utility, BESCOM reserves the right to terminate the contract without prior intimation/ without assigning any reasons.

25.0 BESCOM authorities are empowered to inspect the work being carried out by successful Bidder round the clock.

26.0 CONTRACT PERFORMANCE GUARANTEE:

26.1 **Performance Guarantee** of the value of the Bank guarantee of **Rs. 3,76,433/-** (Rupees Three Lakhs Seventy Six Thousand Four Hundred Thirty Three only) (5% of Amount put to tender) (As per corporate circular CYS-01/25.08.2022) towards the security for the performance of repairing transformers is valid for a period of 33 months (Guarantee period for 30 months+ Claim period for 3 months) from the date of LOI/DWA. The BG furnished shall be submitted within 15 days from the date of issue of LOI to the Firm in favour of Chief General Manager (Operations), Corporate office, BESCOM, Bangalore in the form of Bank guarantee from the scheduled commercial Public sector bank (in the second schedule of RBI act 1934) (Bank list enclosed) and the bank should be covered under the jurisdiction of Indian laws. The Performance Bank Guarantee shall be sent to BESCOM directly by the issuing Bank under Registered Post Acknowledgement Due.

26.2 **The Performance Guarantee shall cover additionally the following guarantees:**

- The successful Bidder shall guarantee the satisfactory operation of the repaired Transformers as specified.
- The successful Bidder shall further guarantee that the repaired transformers shall be free from all defects in design, material and workmanship and upon written notice from BESCOM, he shall rectify such defects free of cost within the guarantee period as specified in the relevant clause.

26.3 The Contract Performance Guarantee is intended to secure the performance of the entire Contract.

26.4 The Performance Guarantee will be returned to the Bidder without any interest at the end of guarantee period, unless otherwise specified.

27.0 Default in submission of acceptance, BG, Agreement:

27.01 **The successful Bidder has to submit the acceptance letter to Chief General Manager(Operations), Corporate Office, BESCOM within 7 Days, BG & Agreement within 20 days from the date of LOI.**

27.02 **If the Bidder fails to submit the above within the period, the EMD paid will be forefitted without any intimation to the Bidder & LOI stands terminated.**

28.0 The final acceptance of tender shall rests with the BESCOM and BESCOM reserves the right to accept / reject any or all tenders without assigning any reason thereof and shall bear no liability whatsoever consequent upon such a decision.

Deputy General Manager,
Operations-1, BESCOM.